THE COURTS.

Arguments of Counsel in the Rapid Transit Litigations.

Secret History of the Bleecker Street Railroad Management.

HOW DR. FOOTE PUT HIS FOOT IN IT.

More Instalments for the City Legal Expense Account.

AN ALBANY CORRUPTION FUND.

WILLIAMSON CONVICTED

The Scope of the United States Supreme Court Emigration Decision.

There was continued yesterday before Judge Sedgwick, holding Special Term of the Superior Court, the summing up argument in the suit of the Sixth Avenue Railroad Company against the Gilbert Elevated Railway Company. Mr. Joseph H. Choate, on behalf of the Sixth Avenue Company, opened the argument in reply to Mr. Carter. He claimed that the Elevated was authorized by the Legislature. With regard to Mr. Carter's argument that the modification of the plan as ed, the road being supported on uprights, and Legislature, he protested against taking for anything e than what they seem to mean the words of a con titutional amendment intended for plain people of the state. The constitutional amendment, January, 1875, s:-"No law shall authorize the construction or ration of a street railroad except on the condition title consent of the owners of half the abutting its relied on their subsequent act he contended ts, then the reserved power of the Legislature must eld to the expressed wish of the people. given of the voluminous testimony offered on both oad on the track of the Sixth avenue road, in the manner proposed, would be the ruin of the latter road and a complete nullification of its chartered rights, which, he claimed, the Legislature had no right rights, without full and ample compensation.

Ex-Judge Porter replied on behalf of the Elevated road.

He said the plaintiffs had already excluded every other

means of conveying the public in large numbers on that avegue except the proposed road. If they can exerce will have to travel on their terms, and by their conveyance. They will have to travel, 30,000,000 is of no moment to the Sixth Avenue Railroad, but it is to the courts and the community. It is of no moment to them that an hour and a half a day can be rescued for business and the family. But the people, the press and the Legislative Commissioners have declared the nocessity, and it is too hate to fight against it. The question has been slready adjudged, not by capitalists interested, but by men of intellect and men of mark, who decided that it was a matter of prime necessity for the city of New York that there should be rapid transit on Sixth avenue, and that the corse railroad was insufficient, as the omnibus lines were before it, though it might be a useful auxiliary. That commission was one of weight and authority, and was indorsed by senators who devoted their lives to the study of the constitution and the wants of New York. Judge Porter commented on the readiness with which horses on the terry boats get accoustomed so the thunder and whistle of an engine they cannot see. Sheridan, he said, rode a horse up to the mouth of cannon. There was not a horse which was not first frightened at an eminibus, or attrect cir, or steam engine, or a steam whistle, or a hearne, or in crossing by a terry seew, or a procession with bands and banners, or a unausing bear within ten lect of him. Engines can be made noiseless, and signals can be given by pneumato tubes and the smoke can be consumed in the enis of no moment to the Sixth Avenue Railroad, be made noiseless, and signals can be given by pneumatic tubes and the smoke can be consumed in the engine. The defendants have the capital and the means to do it, and they will have elevators for the passengers at every station. He then referred to the nine-teemth century progress. The opposition at first to post office boxes, gas and Croton water, and insisted that the only duestion was not whether the defend-

Railroad.

The examination of witnesses in the suit brought by the Ninth Avenue Railroad Company against the Greenwich Street Elevated Railway was continued yesterday, before Judge Van Hoesen, in the Court of Common Pleas. The further witnesses examined were Seerge C. Coe, Charles Bemarest, Thomas Boré, Lossing N. Fuller, Everett P. Wheeler, H. R. Claffin, James T. Taylor, John F. Luth, Thomas Flyna and Edward Flyna. It was simply cumulative testimony. In this suit there bave how been examined sixty-seven witnesses for the defence against eighty-seven examined for the plaintiff. An effort will be made to finish the examination to-day and sum the case up to-morrow or next day.

THE BLEECKER STREET RAILROAD The previously adjourned examination into the affairs of the Bieccker Street Railroad Company was continued yesterday before the referce, Mr. Issae Dayton. Mr. O. B. Bright, coursel for the Twenty-third Street Mr. O. B. Bright, counsel for the Twenty-turin Street Railroad, recalled Mr. George Witzen, a member of the Legislature during its last session, who testuded that he saw the receiver in Albany during the session before the Committee on Railroads. On cross-examination by Mr. Kobbe the witness said he introduced a bill to remove receivers of corporation property on the applica-tion of two-thirds of the creditors; the bill was handed to him by Mr. Sharp, whom he had known for a number of years; he did not think he was asked by the receiver why he introduced such a rascally bill, and made answer that he could not belp it, as he played poker with Jake Sharp at the Biossom Club—the question on this point he regarded as without foundation; he rememers of but two bills having been given him by Mr.

John T. Conover, being cross-examined by Mr. Algeroon S. Sulivan on technif of the receiver, testified that he was not the bookkeeper or the treasurer of the road and could give no explanation of the payments made under the head of "protection account;" it appeared on the book that some of it was paid to T. R. Butler was, unless he was the Fresident of the Sixth avenue road; he supposes the money was paid to some one to go to Washington and keep in force the privilege of charging an extra cent to each passenger while the fractional tax remained in force against the company; he and Mr. Butler formed a committee to induce the newspapers to auvocate the sharge of the extra cent; as such committee they miled on the late Horace Greeley, and after explaining to him their business his answer was, "Gentlemen, my experience in farming is that the price of produce is coming down and under such circumstances I could not advocate an increase of car lare;" the sum of \$1,000 in the account was paid to James W. Foshay, President of the Seventh Avenue road; Foshay came around collecting, and said the road was assessed that amount; the sum of \$24,000 in the account was spent, as far as he knew, for dimers and supports, &c., at Albany; the same had been the custom nearly every year, their tepresentative in albany being B. D. Conover; ance 1873 they had no ropressinative there; he knew the \$24,000 was raised by notes of the company, but could not say if the four notes for \$6,000 each, introduced in festimony, were the notes used for that purpose; he did not know how much of the Bieceker Street Company's ground he occupied to store immer on or how much it was worth; he did not tenne there are the succession, introduced in festimony, were the notes used for that purpose; he did not know how much of the Bieceker Street Company's ground he occupied to store immer any instance of a proposition did not come through a director of the road, but he did not timk they had anything to do with getting in up; he did not know that at the time the receiver was appointed there, was about \$2,0

about 400 of the bonds for itself; he did not know how many each of his associates got of the bonds. At this point the further examination was adjourned

SUITS AGAINST THE CITY.

At length, after a trial which has lasted nearly three weeks, before Judge Larremore, helding Supreme Court, Circuit, the suit brought by Richard C. Fellows, assignee of Michael Noonan, the facts of which have been fully published in the Hanald, was yesterday brought to a termination. The suit was on contracts made by the city with Noonan for the construction of various uptown sewers. There had been paid on these contracts \$169,000, and the present suit was for a balance still claimed to be due. A very clear and concise charge was made by Judge Larremore, and with such charge was made by Judge Larremore, and with such clearness were the facts of the case set forth that the jury, after very brief deliberation, was enabled to arree upon its verdict, which was for the plaintiff for \$60,319 53, being the full amount claimed, with interest From the nature of the case it was a very dry suit, which was only relieved by an inexperienced juror who one day, having got tired at the long session of the court very naively arose in his seat and moved that the court adjourn. The motion excited a rebuke from Judge Larremore and laughter from the lawyers, but did not accomplish the end desired.

Two other suits against the city were tried yesterday, the plaintiff in each case being Charles Develin, and one of his suits was to recover on a contract for building a sewer in Eighth avenue, and the other, a similar suit, to obtain payment for building a sewer in Ninety-third street. The defence in both cases was that they were not valid contracts, the Common Council not having passed ordinances authorizing the work. Judge Larremore overruied the defence and directed a verdict in each case for the plaintiff—the verdict on the Eighth avenue contract being \$4,165 63 and on the Ninety-third street contract \$13,002.

Before Judge Van Vorst there was also tried vesterday a suit against the city. Eliza A. Shaats, in December, 1868, slipped on some ice in Ninth avenue, near ritheth street, and claimed \$10,000 damages from the city. Her right hand in failing got twisted under the arm, disabiling her from pursuing her vocation as seamstrees. It was proven that she knew that the street was in a dangerous condition at the time, and this being construed as contributive negligence we complaint was dismissed.

Before Judge J. F. D. ly, in the Court of Common Pleas, was tried yesterday the suit brought by Patrick J. Mullaly against the city for salary for four and a half months in 182 as attendant in the Court of General Sessions. The defence was that he had not performed the service and that another person was a clearness were the facts of the case set forth

CONVICTION OF DR. FOOTE. The case of the United States against Dr. E. B Foote, who was on trial on an indictment charging him with sending obscene literature through the mails, was yesterday brought to a close by the conviction of the accused. General Forster conducted the case for the prosecution, while Mr. Harland appeared for the defence Judge Benedict, in charging the jury, said that if they believed, or inferred from the evidence, that the notices which constituted the gravamen of the offence, as charged in the indictment, giving information where the contraband articles could be procured, were distributed from the office of the defendant by his employés, with his concurrence or approbation and to his advantage and, in pursuance of a system established by him, he was guilty as charged in the indictment. As to the pamphlet, it was for them to determine as to its immural tendency or otherwise. After a brief deliberation the jury returned a verdict of guilty on both counts in the indictment. The prisoner seemed to be considerably affected by the verdict. Counsel made a motion for arrest of judgment, argument on which will be heard to-day. Application was then made for his release on bail, which was fixed at \$10,000, the accused giving bonds in that amount to appear for sentence on the 11th of July next.

THE M'CUNN CONTEMPT CASE.

Marine Court, Chambers, before Judge Goepp, tor her discharge from custody and to vacate the order of

Island woollen manufacturers. He reports that since June, 1876, when the first report was filed, the claims against the estate, amounting to \$2,894,673 66, have

SUMMARY OF LAW CASES. Judge Van Brunt, who, during the last term, has been holding Trial Term, Part 1, of the Court of Common Pleas, yesterday finished the calendar. Every case on his calendar was called and tried.

day for an order prohibiting the Judges of the Marine Court from entertaining supplementary proceedings a decision was rendered yesterday adverse to the relator

In the matter of the insolvency of the Arcadian Club,

In the matter of the involvency of the Arcadian Club, noticed in yesterday's Haraka, Judge Donohue made an order yesterday directing the dissolution of the corporation and appointing Mr. Robert J. Roosevelt receiver of the club's property.

The case of Rubin vs. The Brewers' and Maltsters' Fire Insurance Company was yesterday begun before Chief Justice Shea, in Marine Court, Part I. This is one of a series of suits brought by plaintiff against various insurance companies doing business in this city for damages by fire to his stock of goods in 1873, and is likely to occupy the attention of the Court during the remainder of the week. Ex-Judge Cardezo appears for plaintiff and Lewis & Arnold for defendants. In the matter of the petition of John J. Haunalis, a bankrupt, Judge Blatchford yesterday rendered his decision, refusing to discharge the petitioner from bankrupter, it appearing that he kept no cash book, ledger or journal from June, 1874, to January, 1875, so that no account of payments for that ported could be shown.

shown.

In the United States Circuit Court, yesterday, the following named persons, previously found suilty, were sentenced by Judge Benedict:—Charles Moore, assault with a dargerous weapon, \$1 line and thirteen months? imprisonment in the Kings County Pentientiary; Alexander Strause, obtaining registered letters by menns of a forged order, eighteen months; David Carbone, convicted of passing counterfeit bills, four years in Kings County Pentientiary.

In the suit brought by J. B. Issues against the Board of Education, reported in the Health, Judge Shea yesterday directed a verdict for the plaintiff for \$1,425, on the ground that the Board passed a resolution in March, 1873. to deduct \$50 for dentency, the balance to be in full for all due on the work, and that that action overruled the objection as to a want of certificate set up on the part of the city.

The argument in the case of the elder Nettell, who has been under examination before a United States Commissioner, on application for extradition on a charge of committing a forgery in Austria, has been raised as to whether the treaty reaches the offence as far as the documentary proof establishes any valid charge against the accused, and on this point the Commissioner has taken the papers and reserved his decision.

SUPREME COURT-CHAMDERS.

By Judge Donohue.

Jessop vs. Downs.—Order granted.
Weil vs. Weil.—Decree of divorce granted to plaintiff.
Freeman vs. Ashrey.—Receiver appointed.
Lawis vs. The Chicago and Chins Tea Company.—
Motion denied.
Le itoy vs. Webb; The Society for the Reformation
of Javenile Delisauents vs. Mytins et al.; in the matter
of Austri. Consist vs. Henson and Fardham vs.
Stevens.—Granted.
Hall vs. Hall.—Farty who served the summons should
be examined by referce.

han va Hall.—Party who served the summons should be examined by referee.

Notice to vite Ban.—The motion calendar for the first Monday in July will not be taken up until Wednesday, July 5, at twelve o'clock, when the entire calendar will be called through.

All motions set down or noticed for Monday, July 3, will stand over until Wednesday, July 5, at twelve o'clock A. M.

SUPREME COURT-SPECIAL TERM. Overhiser vs. Denn et al. Findings and decree set-tled and signed.

By Judge Lawrence.

Murray vs. Armstrong (two cates).—Upon looking up these cases for decision, I find a memorandum from

COMMON PLEAS-SPECIAL TERM. By Judge Van Brunt.
Wooster vs. The Forty-second Street Bailroad Company.—Case settled.
Schaefer vs. Henkel.—Findings settled.

GENERAL SESSIONS-PART L Before Recorder Backett.

Sons' sugar refinery, No. 428 East Twenty-fifth street, paid the employes of that establishment. Among others John Flynn, a blacksmith's helper, received the sum of \$55 91. The charge against him was that shortly after receiving his own wages he again went to the cashier, and representing himself as Richard Flyun, another employs, obtained the sum of \$52 16 fhe prisoner denied the allegation, and the jury, being un-able to agree, he was admitted to bail.

A FOUR HUNDRED DOLLAR MISTAKE.

Heyman Goldstein, a tailor, ot No. 98 East Broad-It appeared that the accused did some work for Mrs. Sophia Horneburg, No. 152 Essex street, the charge for

SNATCHING A FOCKETBOOK. George Smithson, of No. 345 East Houston street, was convicted of snatching a pocketbook, containing

convicted of stealing some clothing from the store at No. 410 East Houston street, and was sentenced to six months' imprisonment.

Alics Tilton, of No. 105 West Twenty-first street, pleaded guilty to the charge of grand larceny, and was sent to the State Prison for two years.

THE JULY TERM. Judge Gildersleeve will formally open Part 1 on Monday next, but in consequence of the Fourth of July failing on Tuesday no business will be transacted. Neither grand nor petit jurces need be in attendance until Wednesday morang.

GENERAL SESSIONS-PART 2.

WILLIAMSON CONVICTED At the sitting of the Court Judge Gilde seeded to charge the jury in the case of Charles J. Williamson, who is indicted for uttering a forged bond of the Buffalo, New York and Erie Railroad Company knowing the same to be lorged. The Court reviewed the evidence at length and called the attention of the jury to the various points of law bearing on the case. The main issue to be tried was whether at the time the prisoner uttered the bond he knew it to be false and transducing. The time respectively. irraudulent. The jury retired at twelve o'clock and after an absence of two hours returned a verdict of

guilty.

The prisoner was remanded for sentence and the Court adjourned for the term.

POLICE COURT NOTES. . Morris H. Jackson, who assaulted and kicked Dr. Shine, of the First ward, on Monday evening, as reported in yesterday's HERALO, was taken before Justice Wandell at the Tombs las evening, and held in \$300 to

orderly manner in Mulberry street on Monday night, when Officer Michael Gilroy, of the Sixth precinct,

when Officer Michael Gilroy, of the Sixth precinct, ordered him to move on. Sullivan immediately rushed at the officer, snatched his club and struck him over the shoulder. The officer grappied with his assailant, and after a brief struggle succeeded in subduing him and securing his arrest. Before Justice Wandell at the Tomba yesterday Sullivan was held in \$500 bail to answer for assault and battery.

Michael Callahan and Daniel D. O'Connor, of the First ward, were taken before Justice Wandell yesterday on a warrant charging them with having feloniously assaulted John Shanshab, of No. 18 Morris street, by discharging the contents of three barrels of a revolver at him. The Court dismissed the case for want of sufficient evidence. Shanshan is said to belong to the "stable gang."

George Hansen, who said he was a carpenter living at No. 223 Mulberry street, was held for trial by Justice Smith at the Washington Place Police Court yesterday for stealing \$4 from Francois Cuain, of No. 19 West Houston street.

COURT CALENDARS-THIS DAY. COURT CALLENDARS—THIS DAY.

SUPERME COURT—CRAMBERS—Held by Judge Donobne.—Nos. 79, 100, 108, 110, 411, 112, 117, 129, 121,
144, 184, 186, 193, 194, 198, 208, 226, 227, 231, 233, 234,
239, 240, 240, 247, 248, 249, 250, 252, 253, 254, 255, 256.

SPPERME COURT—CRECUT—Part 1—Held by Judge
Barrett.—Nos. 1311, 252, 1148, 1369, 976, 1929, 2072,
1527, 1850, 1801, 1651, 1809, 6774, 1725, 1617, 862, 593,
599, 2307, 1459, 1721, 1845/5, 1847, 61335, 1647-5, Part
2—Held by Judge Van Vorst.—Nos. 2808, 1611, 1164,
3012, 1028/5, 770, 2046, 1322, Part 3—Adjourned until
to-morrow.

SUPREME COURT.

ALBANY, June 27, 1876. Some time since Jacob Schwab procured a judgment against the State of New York for more than \$11,000, and the Auditor refused to pay it. Justice Westbrook granted a peromptory mandamus to the Auditor to pay the amount. He refused to obey the commands of the Court, but appeared at Kingston, by counsel, some weeks ago, and wanted the judgment set aside and the

weeks ago, and wanted the judgment set aside and the case opened. A postponement was effected, and to day, no one appearing on behalf of the Auditor, Justice Westbrook rendered the following decision:—

The motion to set aside the judgment is denied and the application for an order on the part of the relator is granted herein.

First—The defendant having had full opportunity to defend upon the menis and the complainant having announced that the cause would be tried on the day it was the Attorney General about excess his leaving the court room and not defending.

Second—When the sum due a relator had been so fully adjusted, settled and ascertained as the claim of the present relator has been, facts should be shown showing mistake or fraud. The adidavits are not too general. A writ of attachment for the arrest of the Auditor was issued. The Sheriff was directed to take him into custoly and detain him until he could purgo himself of the contempt and pay \$10 costs of the motion.

The case of the People extrail. William E. Damarest.

The Supreme Court of the United States have de

UNITED STATES SUPREME COURT.

tion under the authority of Congress on the same subject, this can have no reference to matters which are in their naturemational, or which admit of a uniform system or plan of regulation. The statutes of New York and Louisiana here under consideration are intended to regulate commercial matters which are not only of national interest but of national concern, and which are also best regulated by one uniform rule, applicable alike to all the scaports of the United states. These statutes are, therefore, voud because legislation on the subjects which they cover is confined exclusively to Congress by the clause of the constitution which gives that body the "right to regulate commerce with foreign nations." The constitutional objection to this tax on the passenger is not removed because the penalty for failure to pay does not accrue until twenty-four hours after he is landed. The benalty is incurred by the set of landing him without payment, and is, in fact, for the act of bringing him into the State. The Court does not, in this case, undertake to decide whether or not a state may, in the absence of all legislation by Congress on the same subject, pass a statute strictly limited to delend itself against paupers, convicted criminals and others of that class, but is of the opinion? that to Congress rightfully and appropriately belongs the power of legislating the whole subject. Mr. Justice Miller delivered the opinion of the Court. PRICTICE—BLERARING AFTER AN AFTEAL IN EQUITY—THE PROPER—BLERARING AFTER AN AFTEA

Washington, June 27, 1876.
In the Court of Commissioners of Alabama Claims to-day the following judgments were announced for loss of personal effects and wages by the destruction

loss of personal effects and wages by the destruction of various vessels:—

Carse 1634, W. G. Lee, Southampton, N. Y., \$400; case 1591, Benjamin E. Diffingham, Honoisida, H. I., \$1,050; case 1592, James Henry Fisher, \$700; case 1927, John F. Kopp, Philadelphin, Pa., \$323-25.

For loss of merchandise by the destruction of the Electric Spark by the Florida, July 10, 1864:—Case 1971, A. Marinoni, New Orleans, La., \$297-67; case 1702, A. H. White, New Orleans, La., \$297-67; case 1702, A. H. White, New Orleans, La., \$672-63; case 1754, John H. Unjor, New Orleans, La., \$672-63; case 1754, Henrietta Schwalt, administratrix, New Orleans, La., \$346; case 1876, Gabriel Dupuy, Gaiveston, Texas, \$4,086-25.

In all the above cases interest at four per cent from the date of loss is allowed.

SANITARY MATTERS.

The following is an extract of the weekly report of

the sanitary condition of New York city for the week ending June 24, 1876, submitted to the Board of Health

Continuation of the Investigation on Building Expenditures.

THE FENCE ADVERTISING CONTRACT.

Supervisor Potter's Letter-Testimony of the Postmaster, United States District Attorney and Others

ADJOURNMENT TO WASHINGTON.

penditures for Public Buildings, charged with the in-vestigation of the expenditure of \$227,000 in excess of the appropriation for constructing and furnishing the United States Court and Post Office Building, resumed their session yesterday.

The examination of Calvin T. Hulburd, Superintendent of Construction, was continued. Other witnesses were examined during the day, and at five o'clock P. M. the committee adjourned, to meet at Washington for the examination of the books and pato the construction and furnishing of the said building. Mr. Calvin T. Hulburd Restilled that the value of material used after the 11th of September, 1875, amounted to \$6,727 48, the labor to \$15,592 99-total, \$22,320 47; the amount expended for furniture after May 20, 1875, was \$72,809 83. The following letter was shown him and the question asked if it had ever been received by

T. BULKURD, Lag., Superintendent Post Office and Court. Superintendent Post Office and Court. Size-Upon receipt of this letter you will suspend all ark upon this building under your superintendence, with exception of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the work upon the fence from the control of the control of the work upon the control of the control of the work upon the control of the control of the work upon the control of the control of

my office during that month, but I understand that it was received at my office." In answer to the jury, \$22,000 for construction after that letter was received? witness went on to say that there was only one court

THE OFFICES OF THE UNITED STATES MARSHAL nd District Attorney were not tinished; the building would have been irreparably injured by the elements if the work already done had not been properly protected; the Post Office Department could not have been moved into the building, and that the cost of the building has not been under his control, except as to the general management of the workmen, &c. The only respect in which he could influence the cost of the building was in care and pruof the building was in care and prudenes in the management of the construction; he never expended \$50 outside of the authorization; the deficiency of \$227,000 arose almost solely from the extraordinary exertions made to complete the building so that it could be occupied; he thought they could longer time to get ready for the Post Office Department nstead of having a twenty days' rush; but the building could not have been completed and furnished as far as it is now for the amount of money at their disposal; creased the expenditures about \$10,000; witness was the building; all the working furniture of the Post Office had not been provided at the time that department moved into the building; rough pine furniture was put together; some of that is still in use; the Postmaster told him that the increased with the services of forty-five clerks; witness could not tell what it would cost to furnish the Post Office with the furniture now required; he had not finished and furnished any rooms in the building that were not occupied; some are occupied that are not furnished; he could not tell what amount of money would be re-quired to complete the building and furnish it.

Q. You have purchased material without making ontracts; did you have any instructions to do so by the Supervising Architect? A. I am not aware that we had any except the instructions referred to here and said to me, "You will invite proposals for such and such things, send out and get the lowest sometimes the bills for advertising were mere than the naterial we wanted to buy; Congress afterwards took that power from the superintendents.
Q. Could you have reduced the amount of the de-

ficiency if you could have had your own time to com-plete the building up to its present stage. A. I could; I think that it might have been reduced about one-

plete the building up to its present stage. A. I could; I think that it might have been reduced about one-third; labor has failen in price, but that could not have been forescen; some of the materials used in the construction have failen in price; I do not think any waste or improvidence resulted from working through the rush of August.

Q. Then you think that \$150,000 was actually required above the appropriation to complete the building in the most economical manner? A. Yes, sir, so far as it is now completed.

Q. Has any part of the present indebtedness been incurred by you without the sanction of the Supervising Architect? A. No, sir.

Q. You say that you were urged to hasten the work by judges, the District Attorney, &c., so that the building could be occupied by them. Can you produce any written request from any of them to that effect? A. I think there may have been some from the Marshal's office, but requests for articles of furniture wanted for the Post Office Department were accompanied by sketches, which were not acted upon until they had been acted upon there.

THE REST OF THE FENCE.

Q. Who made the contract on the part of the government for the root of the use of the funce? A. I du; the price at first was \$900 per month; there was a written contract; it was sent to Washington and approved; but, by one alter another the contract was thrown up, until at last, during the last year, I did not ask nor receive anything for it. The money was collected and deposited in the United States Sub-Treasury.

Q. Wers not tin, copper, coal, solder and workmen

lected and deposited in the United States Sub-Treasury.

Q. Were not tin, copper, coal, solder and workmen employed here sent to construct the roof of the Gustom House? A. The work was done here; the materials were sent here for that purpose by directions from Washington.

Q. Were not those workmen carried on your payroll during that time? A. Not unless the timekeeper was fairs to his trust; I have no personal knowledge of such a thing.

Q. Were the tools used to repair the warehouses on Laight street not made here? A. A portion of them were taken from here of repaired here.

Q. Did you keep any account of the labor for the purpose indicated above? A. It was entered on our daily reports.

Q. Did you keep any account of the labor for the purpose indicated above? A. It was entered on our daily reports.

Q. What disposition was made of those entries when you made up the rolls? A. They were Gropped from the roll for the time being.

Q. I desire to call your attention to the remodelling of the ron work in the Tritune building by the blacksmittles here. A. I never heard of it; not an hour or a dollar's worth of work for the Tritune building was done here that I know of.

Q. Bo you, Mr. Barlow? (The inspector, who was in the room, repired.) A. I know that the contractors were the same; they had their own lorges, men and material in both places, some of the work was done by them here, but with their own men, with thoir own material and at their own private expense; the contracts were for work set in place; they had to jurnish everything.

been instructed to remove from the old to the new office. The criminal court rooms could not be completed at that time.

Q. How near the 1st of September did you cease to employ hands? A. I think on the receipt of a lotter from the Supervising Architect about the middle of September, except in the criminal court room; the letter of the middle of September was directed to me; the letter of September 11 I cannot say whether I over saw it becore or not; if I received it I obeyed it; I know that all the lumber for furniture was purenased on proposals; I was never at McClave's place; the purchase was the business of the Superintendent and the Inspector; I had charge of the public buildings here, and I frequently used condemn id miterial on older works; if it was not returned it was taken out of the hooks of the inspector and paid for out of the appropriations for such other buildings and was always reported to Washington and approved; I had a new roof put on the Assay office; it was of copper; the contract was by the same party who was working on this building; the men were on special pay roll, and those rolls are now in my office, and they were not carried on the pay rolls of the Court and Post Office material were paid by direction of the Supervising Architect from an old appropriation but connected with any appropriation for the Court House and Post office building.

Witness them gave detailed statements, with vouchers, of the disposal of all of the substant Scaleng, Mason Chail and Western Union, and by such comparison this building should have cost \$10,000,000 instead of \$8,500,000. This building cost minety-seven cents per cibic loot, while the Western Union building cost fine per cibic loot, while the Western Union building as appraiser's lees; the amount was \$1,047.71, that sold by appraisement, \$1,720, out of which \$22 was paid as appraiser's lees; the amount was deposited in the United States Treasury and the certificate of deposit sent to the Attorney General, amount \$25,000 on the proposition of lumber?

OUR MODEL POLICE.

A TERRIBLE CHARGE AGAINST AN OFFICER-HOW INNOCENT WOMEN ARE ENTRAPPED

At the Washington Place Police Court, yesterday, Detective Dunlap, of the Twenty-ninth precinct, or complaint of Jennie Carter, a resident of Rochaster The story told Judgo Smith by the complainant re-vessed a new phase of city life and one extremely dam-aging to the character of the police force. She said she arrived in this city from Rochester, on her way to Wilmington, Del. At Albany her pocket was picked of all the money she had in the world. On arriving at the Grand Central depot she her pocket was picked of all the money she had in the world. On arriving at the Grand Central depot she left her trunk in the buggage room and wandered through the city until she reached the Fifth Avenue Hotel. There she met Officer Philip Smith, of the Twenty-minth precibet, to whom she told her story, asking if he could recommend her to some hotel of boarding house where she could remain until she heard from her freends. He said, "If you wait until get espost I will take you to a house?" She replied, "I cannot wait; tell me where I can go to." He then said, "Go to No. of East I wenty-sixth street, Mrs. Du Barry's, and say that Officer Watson sent you." She went there and found the woman Du Barry in the resturrant attached to the house. On telling her story Mrs. Du Barry and that it was all right and she coale remain there and showed her to a room, where she slept that night. On the next day the proprietress told her that her room rent and board would cont \$15 aweek, and in the conversation which followed she learned that the house was one of ill replace. Us Saturday night last Captain Steers, of the twenty-ninth precinct, took the grif out of the house and brought her to the Thirtieth street station house where she has since remained. Captain Steers caused the entire force of his command to be puraded before her, when she unhesitatingly identified Officer Bmith as the man who had sent her to the prisone Du Barry. The captain made a coreplaint before the Police Commissioners against the officer and ordered Detective Dunlap to arrest Mrs. Du Barry, and that she knew nothing of the character of the house beyond her own suspicions. The prisoners were discharged.

ATTEMPTED SUICIDE.

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